

Out-of-court negotiation for the settlement of a compensation for clientele.

We were contacted by the sole partner and director of an Italian company whose corporate purpose was the intermediation of products aimed at the mass consumer market in Italy and other EU countries.

Said client told us that he wanted to terminate the agency agreement signed with a Spanish company in 2013, a commercial relationship in which the client held the position of agent.

Our client's main concern was that the termination of the agency agreement would lead to the breakdown of the good relationship that had existed between the parties up to that point and that, as a result, not all guarantees would be respected, in particular his right to receive a compensation for clientele.

While designing the strategy, our team met with the circumstance that the agency agreement included an arbitration submission clause, which prevented our client from filing a lawsuit in the event that an out-of-court settlement could not be reached. In addition, the arbitration process greatly increased the costs of the claim. For these reasons, our team had to design a strategy that would allow us to reach an amicable agreement between the parties without having to go to an arbitration.

The beginning of the negotiations was not exactly smooth, since, as our client anticipated, the opposing party took his request for compensation as a "betrayal", accusing him of wanting to break the good commercial relationship between them by requesting a claim that, in his opinion, was exorbitant, a thought that, in our opinion, was only the result of ignorance of Spanish legislation on the field.

In spite of the initial difficulties, our team, with perseverance, made the other party to finally reconsider his position and manage to open up a healthy and fluid negotiation, reaching a satisfactory indemnity agreement for our client.

The agreement consisted of the payment of the customer indemnity in two stretches. During the first stretch, the supplier would pay 50% of the amount in two quarterly payments of the same amount before the end of the current year. During the second stretch, the supplier would pay the remaining 50% through the payment of a quarterly commission agreed, calculated over the sales closed by the supplier with existing customers during the following two years, and with the obligation to pay the debt in full at the end of the second year, regardless of the final result of the sales closed with existing customers.

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Thanks to this agreement it was possible to safeguard the relationship between the parties, who maintain their friendly relationship and continue to collaborate to this day. In cases such as the present one, our team always designs an initial tailor-made strategy, which is permanently adapted according to the evolution of the case and in which the client participates directly, since he is the one who has the last word and knows the facts of the case directly.

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